



**Mwencha & another v Anyoka & another (Environment & Land Case
108 of 2021) [2022] KEELC 14539 (KLR) (27 October 2022) (Judgment)**

Neutral citation: [2022] KEELC 14539 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NYAMIRA
ENVIRONMENT & LAND CASE 108 OF 2021
JM KAMAU, J
OCTOBER 27, 2022
{FORMERLY KISII ELC CASE NO 97 OF 2004}**

BETWEEN

**JOEL MATARA MWENCHA 1ST PLAINTIFF
GEOFFREY MOSE MWEBERI 2ND PLAINTIFF**

AND

**JOICE KWAMBOKA ANYOKA 1ST DEFENDANT
ENOCK ONDIEKI ANYOKA 2ND DEFENDANT**

JUDGMENT

1. The suit was filed on September 4, 2020. The Plaintiffs are the Administrators of the Estate of Harun Mweberi Mwencha who died in the year 1997. The Defendants are equally Administrators. They represent the Estate of Jeremiah Anyoka who died in 2015. The Plaintiffs aver that by an agreement contained in various written minutes on various dates in 1970, the late Harun Mweberi Mwencha purchased and took vacant possession of the parcel of land known as LR Gesima Settlement Scheme/121 from the late Jeremiah Anyoka Onsoti, the latter having been allotted the same by the Settlement Fund Trustees. According to the Agreement, the Purchaser was to continue paying the settlement loan to the Settlement Fund Trustees and then obtain Title upon completion of payment. On 12/2/1975 the late Mwencha instructed his employer, the Teachers Service Commission to start deducting the sum of Kshs 130/= per month from his salary and remit the same to the Settlement Fund Trustees in repayment of the loan. The Teachers Service Commission obliged and the late Mr Onsoti attended and obtained consent to transfer the suit property to Mwencha. This consent was obtained on May 9, 1989. On or about August 28, 1970, the late Mwencha established a permanent home and resided in the suit property with his family, his wife Esther Mokeira Mweberi and 5 children and while on the suit property he got 4 other children. Thereafter, Onsoti moved to Kisii Settlement Scheme in



Kitale and established a home. The late Mwencha lived on the suit land till his death and to date his family lives thereon and over time, they have made the following developments:

- i. 4 permanent dwelling houses.
 - ii. 3 Acres of tea crop.
 - iii. A permanent perimeter fence around the suit land.
 - iv. Livestock pens for cattle and other domestic animals.
2. On June 9, 1987, Mwencha sold 6 out of the 27 Acres out of LR Gesima Settlement Scheme/121 to one Bartholomew Nyakundi Samarera who established a home on the said parcel which is now Gesima Settlement Scheme/353 leaving the larger portion of 21 Acres to Mwencha which is now Gesima Settlement Scheme/352. The subdivision was done not only with the knowledge of the late Onsoti but he also obtained consent to do so from Borabu Land Control Board on behalf of the late Mwencha on May 15, 1989. Consequently, LR No Gesima Settlement Scheme/121 was extinguished. The issuance of the Titles for the area by the Settlement Fund Trustees more than 20 years later and the Title Deeds to Gesima Settlement Scheme/352 were ready on August 13, 1998 just about one year before the late Mwencha died on September 2, 1997. But the same day the Title Deed was ready, the late Jeremiah Anyoka Onsoti presented documents at the Land Registry, Nyamira for the registration of L Gesima Settlement Scheme/352 in his name. He then obtained a Title Deed to the land on May 13, 2002. Notwithstanding that on August 4, 1998 Settlement Fund Trustee had issued a discharge in respect to the suit property in the name of the late Harun Mweberi Mwencha together with an open transfer but this was upended by the late Onsoti who sought registration in his name and this paved way for the Defendants to start distributing the land to other people. Those acts, according to the Defendants are acts of fraud on the part of both the late Jeremiah Anyoka Onsoti and the Defendants respectively. In Kisii HCCC No 43 of 1990 Esther Mweberi, the Plaintiffs' late mother filed a suit against Bartholomew Samarere which Decree resulted to the sub-division of Gesima Settlement Scheme/121 into 2 following the sale of 6 Acres to Samarere. The Defendants have never made claim over Gesima Settlement Scheme/353 which the Plaintiffs' father sold to Samarere. Gesima Settlement Scheme/352 has now been registered in the name of Jeremiah Anyoka Onsoti which the Plaintiffs attribute to fraud and that the same is null and void since the same belongs to the Estate of Harun Mweberi Mwencha and by necessary extension the Plaintiffs herein. The Plaintiffs before penning off in drafting their Plaint aver that in Oyugis Court there was Succession Cause No 139 of 2017 where the Estate of the late Jeremiah Anyoka was distributed. The Plaintiffs therefore pray for the following orders: -
- a. A declaration that the registration of Gesima Settlement Scheme/352 in the name of Jeremiah Anyoka Onsoti was tainted with fraud and the court recalls the title and orders it registered in the names of the Plaintiffs on behalf of the estate of Harun Mweberi Mwencha.
 - b. A declaration that the Estate of Harun Mweberi Mwencha has acquired LR Gesima Settlement Scheme/352 by adverse possession, the benefactor and dependents having resided on the land for 59 years.
 - c. A declaration that the inclusion of LR Gesima Settlement Scheme/352 in the distribution of the estate of Jeremiah Anyoka Onsoti in Oyugis Succession Cause Number 139 of 2017, is erroneous, null and void.
 - d. An injunction directed at the Defendants, their agents and or employees and all persons acting on their behalf restraining them from trespassing onto, disposing of or in any manner dealing with LR Gesima Settlement Scheme/352.



- e. Costs of this suit.
 - f. Any other remedy the Honourable court deems just and mete in the circumstances of this case.
3. The above averments were repeated in a summarized form in the written statements of the first Plaintiff and 3 other witnesses all filed in this court.
 4. On November 19, 2020 the Defendants filed a Defence and a counterclaim in which they denied the Plaintiffs' claim in toto and offered a different version from that of the Plaintiffs. They specifically denied the assertion that their late father ever attended the Land Control Board at Borabu to seek consent to transfer any property to the Plaintiffs' father. They claim that the agreement said to have been made in 1970 is non-existent and that the late Mwencha never made any payments to the Settlement Fund Trustees in respect of LR No Gesima Settlement Scheme/121 nor made any developments. The Defendants also deny that their late father presented documents for registration in respect of Gesima Settlement Scheme/121 or that the Settlement Fund Trustees ever issued discharge and transfer documents of the suit property and/or deposited them at Nyansiongo. They do not also own up to the averment that Mwencha completed or made any repayments of the loan with Settlement Fund Trustees. All the particulars of fraud attributed to the Defendants herein and their father are vehemently denied. The Defendants also claim that the suit is not properly before the court since the same is statutorily time barred and that the same should be dismissed on account of time and for lack of merit. In their counterclaim, the Defendants aver that as Administrators of the Estate of the registered proprietor of suit Land LR No Gesima Settlement Scheme/352, the late Jeremiah Anyoka Onsoti, they are aware that the deceased built his home on the suit land and planted over 700 trees of tea thereon but that the late Harun Mweberi Mwencha and his family illegally and unlawfully trespassed onto the suit land over which the late Anyoka sued Mwencha's wife Esther Mokeira in Kisii HCCC No 97 of 2004 seeking her family to be evicted from the suit property but that Mr Onsoti died before the suit was determined and the suit thus abated. The Defendants aver that the Plaintiffs have trespassed onto a substantial portion of the suit property and erected 3 permanent residential homes, one toilet and fenced off a portion without authority, consent and/or knowledge of the Defendants which acts have caused the Defendants to suffer immense loss and damage. They also claim that in 2003 the late Onsoti lodged an unsubstantiated boundary dispute with the Land Registrar and Esther Mokeira was directed to demolish all her buildings on the suit land and also stop cultivating the suit land. The Defendants accordingly seek the following orders vide their counterclaim dated November 18, 2020:
 - a. A declaration that Jeremiah Anyoka Onsoti (deceased) is the legal and absolute owner of LR Gesima Settlement Scheme/352.
 - b. An order of eviction do issue compelling the Plaintiffs/Defendants in the Counter Claim their families, representatives and/or agents to deliver vacant possession of LR Gesima Settlement Scheme/352.
 - c. An order of permanent injunction restraining Plaintiffs/Defendants in the Counter claim his agents, servants, employees, family members and/or anybody claiming through them from howsoever trespassing onto, occupying or otherwise interfering with the Defendant/Plaintiff in the Counter claim quiet and peaceful occupation of LR Gesima Settlement Scheme/352.
 - d. General damages for trespass.
 - e. Any other order this Honourable court may deem fit to grant.
 5. A reply to Defence and Defence to the Counter claim dated June 15, 2006 was filed by the Plaintiffs who re-iterated the contents of their Plaint and countered the counterclaim by denying all the



averments therein. They claim that the first Defendant is the second wife of the late Onsoti and that she had not been married when these transactions were taking place and could therefore not be having any knowledge of the same. Both Defendants anchored their Defence and counterclaim on their written statements both dated April 27, 2021. Subsequently, on March 2, 2022 further witness statements were filed by Dickson Motanya Nyakundi, Abner Onchuru Matoke, Billy Stephens Machuki Mwencha. This was in support of the Plaintiffs' case.

6. The Hearing of the case took off on March 24, 2021 with Joel Matara Mwencha aged 62, the 1st Plaintiff being the first to take the witness stand. He adopted his written statement dated September 4, 2020 as his evidence in chief. He testified that in 1970 his late brother, Harun Mweberi, bought and took possession of LR Gesima Settlement Scheme/121 from Jeremiah Anyoka Onsoti who is now deceased. Mweberi moved in to settle on the land with his young family that included his late wife Esther Mokeira Mweberi and their children Geoffrey, Francisca, Atutu, Pamela and Callen. They later got 4 other children Catherine, Beatrice, Eunice and James. By then the late Jeremiah Anyoka Onsoti had relocated to Kitale with his first wife and children. In 1990, the late Mweberi surrendered 6 Acres which became Gesima Settlement Scheme/353 to one Bartholomew Nyakundi Samerera following a court decision in Kisumu HCCC No 1990. Mweberi retained Gesima Settlement Scheme/352, 21 Acres and then died on September 2, 1997 and was buried on Gesima Settlement Scheme/352 followed by his wife, Esther Mokeira in 2009. The children of Mweberi are now grown up and still live on the same parcel of land to date. He testified that Gesima Settlement Scheme/121 was initially allocated to the late Jeremiah Anyoka who transferred all his rights over the entire 27 Acres of the same to Mweberi after the latter paid Kshs 20,000/= but which was initially agreed at Kshs 13,000/=. The witness said he was there when the agreement was being negotiated. He also said that he stayed on the land for 3 years where his brother had established a descent permanent home, a semi-permanent house in the 70's and a permanent house in the 80's. Mweberi cleared the loan with the Settlement Fund Trustees in respect of Gesima Settlement Scheme/121 and was supposed to pick the discharge thereof only to discover that the original discharge which was in the custody of the land settlement offices at Nairobi could not be traced. The land was then transferred to the late Jeremiah Anyoka Onsoti, albeit fraudulently. A Title Deed had been issued to him from lands office, Nyamira. By then the Onsoti's family had moved out of Gesima Settlement Scheme/352 and relocated to Kitale. He said that Onsoti's first wife was the 2nd Defendant's mother and the 1st Defendant was appointed the Administrator of the Estate of the late Onsoti with Gesima Settlement Scheme/352 being listed as part of the Estate of Onsoti in the succession cause No 13 of 2017 in Oyugis Principal Magistrate Court. Gesima Settlement Scheme/121 was sub-divided into Gesima Settlement Scheme/352 and Gesima Settlement Scheme /353 vide a court order in Kisii HCCC 43 of 1990 pitting Mweberi against Bartholomew Samarere. Samarere was buried on Gesima Settlement Scheme/353 and his family resides there yet the Onsoti's have never objected to this. The witness bolstered his case by producing the following documents:

1. Grant of letters of Administration in respect to the Estate of Harun Mwencha Mweberi.
2. Acknowledgement of payment by Jeremiah Anyoka and Certificate of translation.
3. Agreement of sale for LR No Gesima Settlement Scheme/121 dated August 29, 1970.
4. Copy of Title for Gesima Settlement Scheme/352.
5. Search Certificate, Gesima Settlement Scheme/352.
6. Consent of the Land Control Board, Borabu, for the transfer of LR Gesima Settlement Scheme/121 from Jeremiah Anyoka Onsoti to Harun Mweberi Mwencha.
7. Copy of the letter of conditional allotment of Jeremiah Anyoka Onsoti.



8. A bundle of 13 payment receipts of payment to Settlement Fund Trustees.
 9. A copy of the Discharge and open transfer.
 10. A copy of the minutes of the Land Management Committee Meeting.
 11. Copies of the letter of Application for consent for transfer.
 12. Minutes of the Land Control Board.
 13. The letter of consent issued to Harun Mweberi Mwencha.
 14. Copies of the correspondences between the Settlement Fund Trustees and Harun Mweberi Mwencha.
 15. Copies of the Decree in Kisii HCC 388 of 1994.
 16. Application for consent in respect of Gesima Settlement Scheme/353.
 17. Consent of Transfer issued by Borabu Land Control Board in respect of Gesima Settlement Scheme/353.
 18. A copy of confirmed grant from Oyugis Principal Magistrates Court Succession Cause No 139 of 2017.
 19. A copy of the certificate of search attached to the Application in Oyugis Principal Magistrates Court Succession Cause No 139 of 2017.
 20. Letter of instructions from Harun Mweberi Mwencha to Teachers Services Commission.
 21. Certified proceedings in Oyugis Principal Magistrates Court Succession Cause No 139 of 2017.
 22. Mutation form in respect of Gesima Settlement Scheme/121.
 23. Registered surveyor's sketch sub dividing Gesima Settlement Scheme/121 into Gesima Settlement Scheme/352 and 353.
 24. Copy of Agreement dated June 9, 1987 between Harun Mweberi Mwencha and Bartholomew Nyakundi Samarere.
 25. Invitation from the Ministry of lands dated July 16, 2009 to Harun Mweberi Mwencha to collect discharge documents in respect to Gesima Settlement Scheme/352.
7. On cross examination by Mr Olel for the Defendants, the witness said that the Title Deed in respect of Gesima Settlement Scheme /352 was issued on 13/5/2002 to the late Jeremiah Onsoti whose family is no longer on the land. He said that although there is a different purchase price in the letter of consent vis a vis other documents, the purchase price was paid in full. Part of the purchase price was paid directly to Settlement Fund Trustees as part of the loan advanced to Mr Onsoti and that one cannot get a discharge from Settlement Fund Trustees or a Title Deed unless the loan is paid in full. On re-examination by Mr Ayuka for the Plaintiff Mr Matara Mwencha said that he did not know when the Settlement Fund Trustees started issuing Title Deeds for Gesima Settlement Scheme. He said that he supposed it depended on the allottees' ability to pay the loan. He said that the family of Onsoti has never resided on any part of what was initially Gesima Settlement Scheme/121 for the last 51 years.



8. PW2, Dickson Motaya Nyakundi, a retired livestock Officer, adopted his statement filed in court on 2/3/2022. He said that the late Harun Mwencha was a friend of his. He came to know the late Onsoti through the late Mwencha. In the early 1970, Mr Mwencha told him that he wanted him to be a witness for the sale of the suit land Gesima Settlement Scheme/121 which he was buying from the late Onsoti. He testified that he was personally present when the sale agreement dated 29/5/1970 and which was executed at Skyways Hotel in Kisii was made. He was one of the witnesses and his name appears in the agreement. He also met the late Onsoti twice in Kitale where he used to work after the latter relocated there following the sale of the suit land. Mr Nyakundi testified that the late wife of Mwencha, Esther, was buried on Gesima Settlement Scheme/121 and he attended her burial but was not able to attend Mwencha's burial because he was at the time unwell. In his adopted statement, Mr Nyakundi stated that he owns land at Kitale and is aware that the late Anyoka bought a piece of land there with the proceeds he got from Mwencha. He said that he cannot be mistaken over the facts since he visited the late Mwencha on the suit land over the years. The second Plaintiff Geoffrey Mose Mweberi, a pastor with Tinderet PAG Church relied on his Affidavit sworn on 4/8/2020. He testified that he is the son of the late Mweberi to whose Estate he is an Administrator. He said that he resided on Gesima Settlement Scheme/352 since the early 1970s. He said that the land is developed with tea bushes and 5 houses, 4 being living houses and a store. He said that 4 out of the 9 children of Mwencha were born on the land with the last born in 1978. The witness testified that his late father Mwencha was buried on the suit land in 1997 and his mother also buried there in 2009. Mose Mweberi's daughter equally passed on in 2017 and was buried on the suit land as was their last born who died on 29/3/2022 and was buried on 22/4/2022. He died in the USA and the body was flown to Kenya for burial on the suit land without any objections from the Onsoti's. He testified that he has never met the Defendants who are unknown to him. He repeated the 1st Plaintiff's Witness evidence that the land Gesima Settlement Scheme/121 was initially 27 Acres but his late father hived off 6 Acres which was sold to a Mr Nyakundi around 1987 or 1988 when the 2nd Plaintiff was 22 years old. He said that the dispute over the transfer of the 6 Acres ie Gesima Settlement Scheme/353 arose because his mother objected to the sale and went to the High Court at Kisii. On cross-examination by Mr Olel, Mr Mose said that Gesima Settlement Scheme/352 is still registered in the name of Jeremiah Anyoka Onsoti to date who was the first registered owner. He said that by the time the agreements produced in Court were made between 1970 and 1972 he was very young and was living with the entire family in Kitale and that the letter of allotment over Gesima Settlement Scheme/121 was issued to Mr Jeremiah Anyoka but that his late father continued paying the loan to Settlement Fund Trustees after purchasing the parcel of land.
9. However, all the receipts issued by Settlement Fund Trustees were issued in the name of Onsoti. On re-examination, Mr Mwencha said that the suit land remained registered in the name of Settlement Fund Trustees until the loan was cleared and that the receipts kept being issued in the name of Anyoka because that was the name in the Settlement Fund Trustees' records, though the same was paid for by his late father.
10. Purity Wanjiru Mwangi, an Assistant Director in the office of the Director of Land Adjudication and Settlement took to the witness stand as a witness for the Plaintiffs and testified that she deals with legal matters and represents the Director in court matters. She testified that Gesima Settlement Scheme/121 was allocated to one Jeremiah Anyoka and who was later issued with a consent letter to transfer being number 223/89 dated 9/3/1989 from Borabu Land Control Board. The Board consented to the transfer of his interest in the whole land to Harun Mweberi Mwencha. The same was witnessed by a Commissioner of oaths from the Director's office in Nairobi on 24/2/1989 by the name of Omari Momanyi but who is now deceased. She said that from the Settlement Fund Trustees office file, even if the land is sold it still remains in the name of Settlement Fund Trustees which today is Lands Settlement Fund until the loan is fully cleared. According to their records, the land Gesima



Settlement Scheme/121 was initially 27 Acres but 6 Acres were later sold to Samarere, leaving 21 Acres. Mweberi had not paid in full the loan in respect to Gesima Settlement Scheme/121 and therefore the land remained in the name of Settlement Fund Trustees with 2 resultant sub-divisions ie Gesima Settlement Scheme/352 and Gesima Settlement Scheme/353 respectively. Immediately after the sub-division the Settlement Fund Trustees discharged the land and transferred the 2 parcels to Mweberi and Samarere respectively. She produced a copy of the discharge for Gesima Settlement Scheme/352 which she stated was picked from their office by an officer from Nyansiongo Lands Office. She also produced the copy that was issued to Mr. Mweberi. Since the first registration is in the name of the Settlement Fund Trustees the Settlement Fund Trustees ought to have transferred Gesima Settlement Scheme/352 in favour of Harun Mweberi Mwencha. This entry should have followed the discharge of charge.

11. In Gesima Settlement Scheme/352, the first entry is inquisitively missing. It ought to have been Settlement Fund Trustees and the second entry Mwencha. The Title Deed in respect of LR No Gesima Settlement Scheme/352 strangely starts with entry number 2. Ms Mwangi testified that before discharge all payments are receipted in the name of the original allottee. From the records, there was an irrevocable standing order of Kshs 130 per month to be paid to Settlement Fund Trustees towards plot No Gesima Settlement Scheme/121 with effect from 31/3/1975. The same is dated 12/2/1975. Ms Mwangi testified that both Mweberi and Anyoka did in fact appear in the Settlement Fund Trustees office to authorize the transfer. On cross-examination by Mr Olel, Ms Mwangi said that the discharge in respect to Gesima Settlement Scheme/352 was in favour of Mweberi Mwencha. The discharge normally states the parcel number but is accompanied with the transfer of land from Settlement Fund Trustees in favour of the owner. The office normally issues a discharge of charge and transfer documents. She was quick to state that it was not possible for the land to be transferred directly to Jeremiah Anyoka since the land still belonged to the Government and that at the time of the registration to Mr Anyoka in 1989 the dues to Settlement Fund Trustees had not been paid in full. The transfer from one owner to another had to be witnessed by an officer from the Settlement Fund Trustees. Both the parties had to get consent for the transfer from the local land Control Board. The minutes of the transfer dated 9/5/1989 in favour of Onsoti were not signed by the chairman of the Board. Only the consent was signed.
12. Cross examination ended by the witness stating that the real owner of the land is shown by the documents in the Settlement Fund Trustees offices regardless of who pays the loan and that the issue of the Title Deeds is handled by the lands office.
13. On re-examination by Mr Ayuka, Purity confirmed that there was indeed transfer of Gesima Settlement Scheme/121 from the original allottee, Jeremiah
14. Anyoka to Harun Mweberi Mwencha on 24/2/1989 and a discharge of charge was issued and transfer documents in respect of Gesima Settlement Scheme/352 in favour of Harun Mweberi Mwencha on 4/8/1989 which were collected by an officer from Nyansiongo on 6/8/1998. No discharge of charge nor transfer documents were ever issued to Jeremiah Anyoka in respect of Gesima Settlement Scheme/352 and that the Borabu Land Control Board minutes that gave consent to Jeremiah Anyoka to transfer Gesima Settlement Scheme 352 to Mweberi were signed by the secretary of the Borabu Land Control Board and same certified by the Area District Officer who in effect is the Board's Chairman.
16. DW1 Joyce Kwamboka Anyoka took oath as the 1st Defendant's witness and adopted her statement dated April 27, 2021 as her evidence in chief. She testified that Jeremiah Anyoka Onsoti who died on April 15, 2015 was her husband. She married him in 1976. She took out the letters of administration in respect to his Estate vide Oyugis PMCC Succession Cause No 139 of 2017 which were confirmed on October 4, 2019. She was his second wife. She lived with him for about 39 years. According to the



witness, Anyoka did not sell Gesima Settlement Scheme/121 or any part thereof nor did he ever appear before the Land Control Board for purposes of transferring the aforesaid land to Harun Mweberi. She testified that the latter had just been left on the suit land as a caretaker. It is the late Onsoti who planted tea thereon and also he used to pay the loan to the Settlement Fund Trustees and part of the loan was paid from the tea proceeds. He also planted tea on the land. The first wife, Rebecca Nyanchoka is also deceased. Kwamboka testified that her late husband was allotted the suit land by the Settlement Fund Trustees in 1965 and he acquired its Title Deed in May 2002 upon completing the payment of the statutory purchase fee to Settlement Fund Trustees. He got GESIMA Settlement Scheme/352 as the first registered owner. Her late husband paid the entire loan. She testified that all the documents relied upon by the Plaintiffs are forgeries. The late Onsoti is the first registered owner of the suit land since 2002 and has always owned it since November 27, 1965. She was quick to state in her written statement that the late Mweberi Mwencha did not have capacity to sell land LR No Gesima Settlement Scheme/353 to Bartholomew Nyakundi Samarere as he did not own the said parcel. The suit land is their traditional home with over 7,000 tea plants and that the suit land was not included in the Succession cause because there are several members of the family with 20 Dependants and who needed to agree first on the mode of distribution. The witness concludes her statement by stating that the Plaintiffs' claims are misplaced and time barred. She produced the following documents to back up her evidence:

1. Copy of Register in respect of LR No Gesima Settlement Scheme/121.
2. Land Sale Agreement between Harun Mweberi Mwencha and Jeremiah Anyoka Onsoti.
3. Consent of the Land Control Board for the transfer of LR Kisii/gesima Settlement Scheme/121 from Jeremiah Anyoka to Harun Mweberi Mwencha.
4. Application for consent of Land Control Board dated 24/02/89.
5. Minutes of the Land Control Board dated 9/5/89.
6. Plaint in Kisii HCCC No 388 of 1994 Bartholomew Nyakundi Samarere =Vrs= Harun Mweberi Mwencha
7. Copy of Register for LR No Gesima Settlement Scheme/352 and 353.
8. Grant of Letters of Administration to the Estate of Harun Mweberi Mwencha.
9. Minutes of Land Control Board giving consent for the sub-division of LR No Gesima Settlement Scheme/121 into 352 and 353.
17. On cross-examination by Mr Ayuka, the 1st Defendant said that she had not married the late Anyoka when the latter had allowed Mweberi to live on the land as a caretaker. She said that none of their family members has ever lived on the suit land or in Gesima, they have another land in Kitale where the last wife resides since 1980. No body lives on the suit land and when asked to comment on the ownership of Gesima Settlement Scheme/353 she said she had nothing to say about it since it was not in issue.
18. DW2, Enock Ondieki Anyoka, son to the late Jeremiah Anyoka, testified that he was from the first house (of Rebecca Nyanchoka), he was the last born. He testified that he was a co-administrator of the deceased's Estate. He stated that Harun Mweberi Mwencha is a distant grandson of the late Anyoka. The latter came to teach in Tinderet Primary School in the 1970s and was accommodated by Anyoka and was even tasked to take care of the said suit land. He took care of the tea bushes and used the proceeds from the same to pay for the loan due to the Settlement Fund Trustees. He said that should his late father have sold the land, his mother and step-mother, his paternal uncles; Paul Oboke, Stevano Nyang'au Onsoti and Meshack Nyandiko Onsoti would have all been involved. Mwencha was the farm



manager and he even gave accommodation to a brother to the witness, One Daniel Momanyi who was a pupil at Tinderet Primary School. He also said that there were cattle on the suit land.

19. On cross-examination by Mr Ayuka, Enock gave his year of birth as 1963 and was therefore only about 6 years in 1970, too young to know what his late father was doing. He also confirmed that none of the family members lives in Gesima. He agreed that they did not include the suit land as part of the deceased's Estate in the Succession cause at Oyugis which court was preferred because the deceased had another piece of land at Rachuonyo. The same was filed by his late elder brother who was a police officer. On re-examination, the witness said that Gesima Settlement/352 has been sub-divided at least in paper among family members.
20. The last witness, Martin Osano, the Land Registrar, Nyamira since June 2022 came to testify following summons from the court. He testified that according to the Title Abstract, land parcel No Gesima Settlement/352 belonged to the Settlement Fund Trustees. The Title Deed was issued to Jeremiah Anyoka Onsoti on May 13, 2002 but that his office was unable to trace the parcel file. There were no records at the lands office, Nyamira to show the documents that enabled the registration of the land. A registration entry to Jeremiah Anyoka Onsoti was made but no signature was appended and that therefore the documents should be rejected. The records do not even show who the Land Registrar that effected the transfer was. He then produced the Green Card to court.
21. On cross-examination by the Plaintiffs' counsel, Mr Osano said that the discharge for charge from Settlement Fund Trustees that allegedly effected this transfer is not signed and in effect the land has never been discharged nor registered. The Entry No 3 was not properly made because the Title Deed had not been discharged. The land still belongs to the Settlement Fund Trustees. On re-examination by Mr Olel, the Land Registrar said that a Title Deed was issued by his office to one Jeremiah Anyoka Onsoti but the entry issuing the said Title was not signed but the issued Title Deed was signed and was therefore irregularly issued.
22. After the close of the case, I directed parties to file their written Submissions which I have considered while writing this Judgment.
23. I would sift the facts of the case from the evidence adduced as follows: -
24. In 1965, the late Jeremiah Anyoka Onsoti, now deceased was allocated the parcel of land known as LR No Gesima Settlement Scheme/121 by the Settlement Fund Trustees which allotment he was supposed to accept alongside the conditions therein. He did sign the certificate of acceptance on 07/01/1965. By accepting the allotment, he bound himself to pay the sum of Kshs 900/= within a period of 10 years with half yearly instalments of Kshs 62/= at the interest rate of 6 ½% years per annum. The 1st instalment being payable on 31/12/65. From the documents produced in court on November 28, 1972 Jeremiah Anyoka received in respect of Gesima Settlement Scheme Plot No 121 Kshs 800/= from One Harun Mweberi in the presence of Joseph Rasugu and John Onsongo Mayogi. The same was reduced in writing in the Abagusii language. On February 24, 1989, the late Jeremiah Anyoka applied to the Borabu Land Control Board for consent to transfer to Harun Mweberi Mwencha the parcel of land described in the letter of consent dated February 24, 1989 as Kisii/Gesima/121. According to the letter of consent produced by the Plaintiff and also the minutes of Borabu Land Control Board, the consent was given on May 9, 1989. And in minute number 70/89 thereof – Gesimaplot No 121 the board made the following remarks: -

"Application made by Mr Jeremiah Anyoka to transfer his whole plot of 27 Acres to Mr Harun Mweberi Mwencha in consideration of Kshs 20,000/= was approved."



25. The said minutes were signed by the Secretary and those in attendance included the Chairman Mr EM Maeri the District Officer, Borabu, Miss Lydia M Omae, Settlement Officer, the Chief Nyansiongo Location. Mr Nicholaus Mang'are and the acting chief Mekenene Location Mr Sospeter O Orioki Present also was Mr Joseph Getoto, the Secretary. The minutes produced have been certified as a true copy of the original. The letter of consent was subsequently issued on May 9, 1989 with the settlement office fully represented. The consent was issued after an application had been made by the proprietor of Gesima Settlement Scheme/121, Mr Jeremiah Anyoka Onsoti. After the transaction was concluded, the Purchaser, Mr Harun Mweberi, a teacher with the Teachers Service Commission (TSC) wrote to his employer on 12/02/1975 giving the TSC the mandate and a standing order to deduct from his salary Kshs 130/= every month and remit it to the Settlement Fund Trustees, Ministry of Lands and settlement with effect from 31/03/1975 in respect of parcel number 121 Gesima Scheme No 82. The said letter was copied to the Director of settlement, the settlement officer, Sotik, the area Settlement Centre, Nakuru and the Chief Accountant, I believe TSC (Nairobi). The form filled for this purpose has the Title, "standing irrevocable order (salary)." I have not been told that this irrevocable order was never acted upon and the Plaintiff has produced a statement of Account from the settlement Fund Trustees dated June 30, 1993, June 30, 1995, December 31, 1997, December 31, 1994, June 30, 1996, December 31, 1986, December 31, 1993, June 30, 1992, December 31, 1991, December 31, 1990, June 30, 1990 and June 30, 1991, Account Number xxxx in the name of Harun Mwencha showing monies paid towards Account No xxxx which is the same number appearing in the letter of allotment to Jeremiah. From the statements of Account produced by Jeremiah Anyoka from the Settlement Fund Trustees the Account that Mr Anyoka paid was also Account Number xxxx, the same Account number. The statements reflecting the payments made by Mr Anyoka were on December 31, 1978, December 31, 1979, June 30, 1980, December 31, 1980, June 30, 1981, June 10, 1981, December 31, 1981, December 31, 1982, December 31, 1977, June 30, 1975, June 30, 1976, June 30, 1986, June 30, 1984, June 30, 1985, December 31, 1983, December 31, 1984, December 31, 1986, December 31, 1986, December 31, 1985. From the above, it is quite evident that from 30/06/1990 all the payments made to Settlement Fund Trustees Account Number xxxx was made by the late Harun Mweberi Mwencha and this resonates with his explanation that he made a standing order on February 12, 1975 and as is common with our revenue officers, some of the statements reflecting the name of Jeremiah Anyoka after February 12, 1975 could be in the name of Jeremiah yet the payments were made by Mweberi. But more importantly, regardless of what time the transaction took place, it is clear that part of the loan in respect of the parcel number LR No Gesima Settlement Scheme/121 was paid by Harun Mwencha after the suit land had been purchased by him.
26. From the Defendant's own documents, the letter of allotment given to Jeremiah Anyoka being number xxxx the said Mr Anyoka was allotted the parcel of land on January 27, 1965 by AJW Fax, in the Commissioner of lands office.
27. When did the rains start beating the parties herein? It is quite clear here that as long as both Anyoka and Mweberi were alive, there was no dispute. On September 2, 1997 exit Harun Mweberi Mwencha from the land of the living but not before the Land Control Board sub-divided LR No Gesima Settlement/121 into 2 and had them given number LR No Gesima Settlement Scheme/352 and 353 measuring 21 Acres and 6 Acres respectively. He sold the 6 Acres Gesima Settlement Scheme/353 to One Bartholomew Nyakundi Samarere of Po Box xx, Kisii and Identity Number xxxx at Kshs 195,000/= vide sale agreement dated 09/06/1987. These 6 Acres were curved out of the 27 Acres in Gesima Settlement Scheme/121 and the Settlement office was duly notified. In Kisii High Court Civil Suit Number 388 of 1994, which had been filed by the aforesaid Samarere against Mwencha for failing to transfer the 6 Acres out of Gesima Settlement Scheme/121 now Gesima Settlement Scheme/353, the High Court ordered as follows: -



- a. The defendant (Mwencha) to do all manner of things and sign all the necessary forms to effect the transfer of the 6 Acres out of parcel number Kisii/Gesima Scheme/121 to the Plaintiff and in default the Executive Officer of this Court do execute the same.
 - b. The Defendant (Mwencha) by himself, his servants/Agents be and are hereby permanently restrained from interfering howsoever with the Plaintiffs' said 6 Acres.
 - c. Each party to bear his own costs.
28. The same is dated April 26, 1995. This Decree was finally executed and Bartholomew Samarere got his Title Deed. This Decree was produced by the Plaintiff without any objection from the Defendants. Evidence was also led to the effect that Bartholomew Samarere took possession of the land in 1987 with the full knowledge of Jeremiah Anyoka. By then Harun Mweberi had already applied for consent from Borabu Land Control Board on May 15, 1989 and obtained the same August 8, 1989 to transfer to Bartholomew Gesima Settlement Scheme/353. These 2 documents, the Application for and letter of consent respectively appear in the bundle of documents produced by the Plaintiff. Earlier on, on February 24, 1989, Jeremiah Anyoka, holder of Identity Card Number xxxx had applied to Borabu Land Control Board for consent to transfer to Harun Mweberi Mwencha "my whole of 27 Acres known as Gesima Settlement Scheme/121 to Mr Harun Mweberi Mwencha in consideration of Kshs 20,000/= paid to me by him." Both men signed the Application for consent on February 24, 1989. This was more than 26 years before Jeremiah Anyoka died on April 15, 2015. According to the Assistant Director in the office of the Director of Land Adjudication and Settlement, Purity Wanjiru Mwangi who testified in court under oath, Gesima Settlement Scheme/121 was allocated to Jeremiah Anyoka and according to a consent letter to her officer number 223/89 dated March 9, 1989 from Borabu Control Board, the Board consented to the transfer of Anyoka's interest in the whole land to Harun Mweberi Mwencha and this was anchored on an agreement in her office which was witnessed by One Omari Momanyi, a Commissioner for oaths in the office of the Director of Settlement. But the land remained in the name of the Settlement Fund Trustees which is usually the case until the loan is cleared in full. She further testified that the land Gesima Settlement Scheme/121 was initially 27 Acres but was later subdivided and according to the settlement records, Mwencha now owns 21 Acres as Gesima Settlement Scheme/352 and Gesima Settlement Scheme/353 was sold out to Samarere. The discharge of charge and transfer documents for Gesima Settlement Scheme/352 copies of which were produced by Purity, the Assistant Director were in favour of Mwencha and were picked from her office by an officer from Nyansiongo Lands Office showing that the Settlement Fund Trustees intended to have land LR No Gesima Settlement Scheme/352 transferred to Harun Mweberi Mwencha. But this should have followed the discharge of charge and the first registration in favour of the Settlement Fund Trustees. But the first registration is missing from the Abstract of Title that was produced in court by Mr Osano, the Land Registrar, Nyamira. The same starts with Entry No 2 in favour of Jeremiah Anyoka. This is very curious because the discharge was in favour of Mweberi as were the transfer documents. The fact that the land got registered in the name of Anyoka without a discharge nor transfer documents is not fathomable. The parcel File and the documents file that necessitated this Entry are not traceable. The Entry is not signed. But a Title Deed has been issued in the name of Jeremiah Anyoka, signed but without the name or initials of the Land Registrar who signed it. According to the Assistant Director of Settlement, the ownership of the land is shown in the records of the Settlement Fund Trustees and in the case of Gesima Settlement Scheme/352 the same belongs to Harun Mwencha since February 24, 1989 when both men signed the Application for consent and later on a discharge of charge and transfer documents were issued in favour of Harun Mweberi Mwencha on August 4, 1989. The same were collected by a Settlement Officer from Nyansiongo for delivery to Nyamira Lands Office but the same disappeared in the thin air. Thank God copies of the same are traceable in the Director's Office.



On the contrary, no discharge of charge nor transfer documents have ever been issued in favour of the late Jeremiah Anyoka. The issue of the Title Deed in his favour could therefore not have taken place. The Land Registrar, Nyamira Mr Osano said that the Title Deed issued to Jeremiah Anyoka Onsoti is not supported by the documents in his office and the same should be disregarded and rejected. In effect, the land has never been discharged nor registered. The land still belongs to the Settlement Fund Trustees in trust for Harun Mweberi Mwencha.

29. Going by the above facts, it goes without saying that someone must have presented forged documents to the Land's Office, Nyamira, which are now missing, had the suit land Gesima Settlement/Scheme/352 registered in the name of Jeremiah Anyoka Onsoti and whoever picked the correct documents from the office of the Director of Settlement, Nairobi made these documents to disappear in order to perpetuate the fraudulent scheme that had the suit land registered in the name of Onsoti. But the law must follow its cause.
30. In the premises, it is the finding of this court that the Title Deed issued in favour of Jeremiah Anyoka Onsoti was fraudulently so issued to him and the same ought to have been issued in favour of Harun Mweberi Mwencha. It is evident that Onsoti sold and surrendered all his rights over not only Gesima Settlement Scheme.352 but also over the entire Gesima Settlement Scheme/121. He appeared in Nairobi Settlement Office and also Borabu Land Control Board on 9/5/1989 in order to obtain the necessary consents to transfer his entire interest in Gesima Settlement Scheme/121 to Harun Mweberi Mwencha. He signed all the requisite papers but cunningly, he intercepted the discharge of charge and transfer documents somewhere between Nairobi Settlement Offices, Nyansiongo Settlement Office and Lands Office, Nyamira, made them disappear and finally craftily had the land Gesima Settlement Scheme/352 registered in his name. If his wife and son are to be believed, that Anyoka never sold Gesima Settlement Scheme/121 to Mweberi, how then do their conscious live with the fact and thought that Gesima Settlement Scheme/353, that was carved out of Gesima Settlement Scheme/121 was sold by Mweberi to Bartholomew Samarere? Why have they not proceeded to claim it yet it was part of Gesima Settlement Scheme/121? How do you claim that you sired one twin and not the other? Or that you are the mother of one twin but you don't know where the other one came from? It has also come out quite clearly that Mr Mwencha paid the loan that had not been cleared as at the time of the sale of the land to him the same owing to the Settlement Fund Trustees. I am not convinced by Anyoka's widow, Joyce Kwamboka Anyoka that the suit land was never sold and transferred to Mweberi. Her evidence is all controverted by the documents produced in court. Her evidence that her late husband paid the entire loan is negated by the documents produced in court showing that the late Mweberi did in fact give a standing order on February 12, 1975 and the latter statements of Accounts from the Settlement Fund Trustees show that there were several payments made by Mweberi towards the loan. There was also a letter transmitting the discharge of charge and transfer documents from the District Lands Adjudication and Settlement Officer - Kisii North (which I believe, is what is today Nyamira) dated July 16, 2009 acknowledging receipt of the said documents which were in Mweberi's favour and calling upon the latter to turn up in their office and commence the process of acquiring a Title Deed in respect of Gesima Settlement Scheme/352. How do the Plaintiffs want this court to treat the agreement dated November 28, 1972 that was signed by the late Anyoka transferring his interest in the land to Mweberi long before the first Defendant was married to him and when the 2nd Defendant was only about 8 years when the transaction was taking place? How am I expected to treat the successive Demand Notices of loan arrears made over Gesima Settlement Scheme/121 by the Settlement Fund Permanent Secretary SK Sang in 1989 and one last one on October 16, 2020 that are all addressed to Mr Mweberi.
31. The Defendants' documents are highly questionable. The registration documents are not traceable and the Defendants did not bother to call any person from the head office where they allegedly obtained



the documents from yet all the scheme's documents are in the custody of the Director's office at the headquarters. The Defendants ought to have called a witness from the Nairobi Settlement Office where they ought to have obtained the letters of discharge of charge and transfer. Failure on the part of the Defendants to call a witness from the lands office means that they did not prove their counter claim on a balance of probabilities.

32. Consequently, the documents used to register the land LR No Gesima Settlement/352 in the name of Jeremiah Anyoka Onsoti must be forgeries and that is why they are not available both at the Lands office, Nyamira and/or at the Settlement offices in Nairobi. Anyoka was allocated the land on January 17, 1965. He thereafter sold his interest in the property to the Plaintiffs' father who pursued and obtained the letters facilitating the issuance of Title but fraud preceded him. Thus, the Defendants' claims are unfounded and without any legal basis.

33. This is a very unfortunate example of a trend that is now gaining root in the country where a father sells land, uses it to educate his children and sustain the family and even probably to buy another parcel of land like it happened here where the late Anyoka used part of the purchase price from Mweberi to buy a piece of land in Kitale. Several years later, the family of the Vendor either persuade their father to deny that there was a sale or wait until he is dead and start harassing the Purchaser giving him matching orders. To them, the Purchaser may be akin to the goose that laid the golden egg. Had the father not sold the land maybe they could not have got money to educate them or even give them a decent upbringing. This practice must be nipped in the bud.

34. Section 24(a) of the *Land Registration Act*, Act No 3 of 2012 provides:

"the registration of a person as the proprietor of land shall vest in that person the absolute ownership of that land together with all rights and privileges belonging or appurtenant thereto".

35. The rights of a proprietor are enshrined under Section 25 of the Act as follows:

"The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of court, shall not be liable to be defeated except as provided in this Act, and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever....."

The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of court, shall not be liable to be defeated except as provided in this Act, and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever....."

Section 26 provides that

"1. The certificate of title issued by the Registrar upon registration, or to a Purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge,....."



36. But being conscious that not all Title Deeds are genuine, the Legislature did not stop there. It proceeded with a qualification:

.....except

- a. on the ground of fraud or misrepresentation to which the person is proved to be a party; or
- b. where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.

37. It is quite intriguing though not an uncommon phenomenon for an individual to possess a Title Deed over a parcel of land but the said land does not rightfully belong to him. In the case of *Sanrisa Ltd & Another v Samuel Kamau Macharia & 2 Others* (2020) eKLR, it was stated that:

“.....The existence of Title deed per se only raises a rebuttable presumption of ownership of land.....”

In the case of *Alice Chemutai Too – Vs – Nickson Kipkurui Korir & 2 Others* [2015] e KLR Justice Sila Munyao held that:

“It will be seen from the above that title is protected, but the protection is removed and title can be impeached, if it is procured through fraud or misrepresentation, to which the person is proved to be a party; or where it is procured illegally, unprocedurally, or through a corrupt scheme. Where one intends to impeach title on the basis that the title has been procured by fraud or misrepresentation, then he needs to prove that the title holder was party to the fraud or misrepresentation.”

38. As was held in *Munyu Maina v Hiram Gatbiha Maina* [2013]:

“Where a Title to a parcel of land was under challenge, it was not enough to dangle the Instrument of Title as proof of ownership but one needed to go further and establish how the same was acquired to prove that the same was free from any encumbrances.”

39. In the instant case the Defendant has not satisfactorily given a history of the root of his Title. There is no doubt that the land in question belonged to the government but was being allocated to Jeremiah Anyoka Onsoti vide the letter dated 27/1/1965. The Ministry of lands and settlement issued the 2nd Defendant’s father with the letter of Allotment of the suit plot of which he was required to pay Kshs 900/= together with other monies constituting a loan for farming tools. Unfortunately, the Defendants’ documents are not in tune with their evidence on account of the process culminating into the issuance of a Title Deed in favour of Jeremiah Anyoka Onsoti.

The provisions of Article 40(6) of the *Constitution* stipulate that:

“(6) The rights under this Article do not extend to any property that has been found to have been unlawfully acquired.”

Under Section 26 (2) of the *Land Registration Act* ,

“(2) A certified copy of any registered instrument, signed by the Registrar and sealed with the Seal of the Registrar, shall be received in evidence in the same manner as the original.”

40. The Land Registrar Mr Osano testified in Court that the Title Deed in respect of LR No Gesima Settlement/352 issued to Jeremiah Anyoka Onsoti on was not genuine, the official land parcel file for



the suit property is missing as well as the documents of transfer to the Defendants' Estate, the same though signed, does not show who signed it and whether it was signed by a genuine Land Registrar. The Title Abstract has no signature besides the Entry that shows the registration of Jeremiah Anyoka Onsoti as the registered owner. Entry No 1 in the register is also missing and the land cannot have fallen like mana from heaven ordained and dedicated for Mr Jeremiah Anyoka Onsoti. Jeremiah's family must have used fraud to get the Title. As stated above, the process of transfer of the land to the 1st Defendant's late husband smacks of impropriety. In *Solomon Omwega Omache & another -v- Zackery O Ayieko & 2 others* (2016) e KLR it was stated that the court has the duty to uphold the sanctity of the record at the Lands office but when the Land Registrar tells the Court that documents from his Registry are wanting, I have no reason to doubt him. We have a duty to separate the wheat from the chaff, preserve the wheat and weed away the chaff.

41. I find that this is not a situation where the court can go the way of: "First in time" as was held in *Gitway Investment Limited v Jaymat Limited & 2 Others* (2006) eKLR. This is a case where the Defendants just hold a paper Title with not the slightest evidence as to how the Estate they represent acquired the same.
42. In conclusion, I find that the Plaintiffs have proved their case on a balance of probabilities. In order to restore sanity in the registration record, the Title held by the Defendants bearing the name of Jeremiah Anyoka Onsoti is to be cancelled forthwith.
43. Section 80 (1) of the *Land Registration Act* No 3 of 2012 provides as follows which I hereby invoke as follows:

"Subject to subsection (2), the court may order the rectification of the register by directing that any registration be cancelled or amended if it is satisfied that any registration was obtained, made or omitted by fraud or mistake."
44. In *RG Patel vs Lalji Makanji* (1957) EA 314 the court expressed itself as follows:

Allegations of fraud must be strictly proved; although the standard of proof may not be so heavy as to require prove beyond reasonable doubt, something more than a mere balance of probabilities is required"
45. The position that emerges is that evidence of especially high quality and strength is required to prove fraud in land cases. It is a daunting and burdensome task to prove fraud in any civil case. However, from the evidence tendered in Court, the Plaintiffs have proved their case on a standard more than a mere balance of probabilities as required. I am not persuaded the Defendants have rebutted the evidence tendered on fraud attributed to the Estate they represent.
46. Consequently, I hereby dismiss the Defendants' counterclaim with costs to the Plaintiffs. As to the Plaintiffs' claim, I hereby enter Judgment in favour of the Plaintiffs against the Defendants jointly and severally as follows:
 - a. A Declaration be and is hereby issued that the transactions and/or entries made and/or endorsed in the register of LR No Gesima Settlement/352 on 13/5/2002 were unlawful, illegal and void.
 - b. Any sub-divisions emanating from the parcel of land known as East LR No Gesima Settlement/352 are hereby equally cancelled.
 - c. The Land Registrar, Nyamira shall cause a rectification of the register with regard to the parcel of the land known as Title No LR No Gesima Settlement/352 to ensure that the entries



made thereon on 13/5/2002 and any subsequent entries are cancelled and the proprietorship section of the said property reads the names of the Plaintiffs herein, Joel Matara Mwencha and Geoffrey Mose Mweberi to hold the same in trust for and as Legal Representatives of the Estate of the late Harun Mweberi Mwencha until the same is distributed to its rightful beneficiaries through the succession process.

d. The Costs of this suit are granted to the Plaintiff to be borne by the Defendants.

JUDGMENT DATED, SIGNED AND DELIVERED AT NYAMIRA THIS 27TH DAY OF OCTOBER 2022.

MUGO KAMAU

JUDGE

In the Presence of: -

Court Assistant: Kennedy/Orora

Plaintiffs: Mr. Ayuka for 1st Plaintiff present

Defendant: N/A. But the 1st Defendant present in person

